

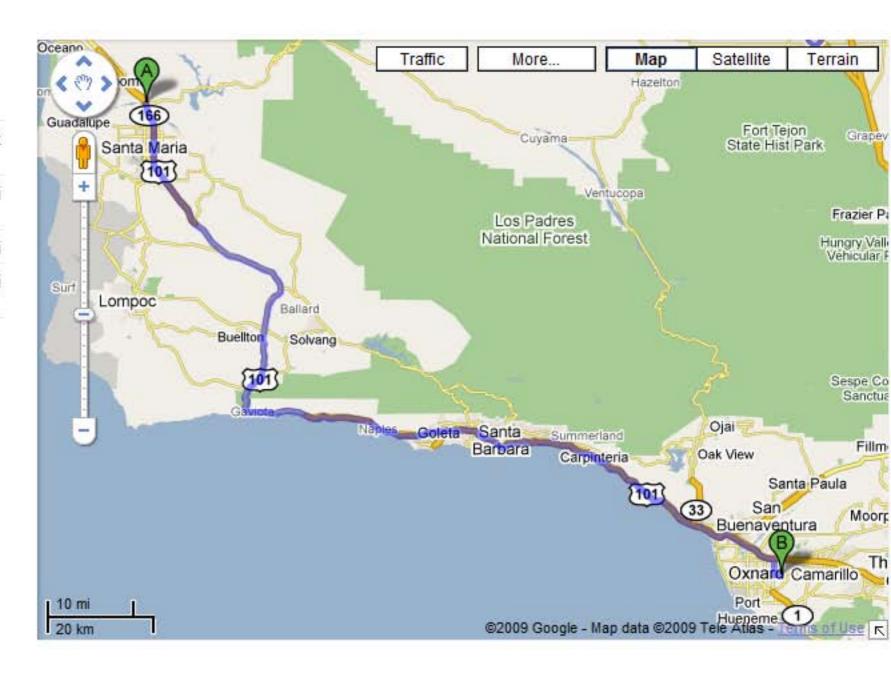
Attachment A

Proposed Traffic Route

Oxnard, CA 93033

Highway 101 - 166 Junction	
Head west on CA-166/Cuyama Hwy Continue to follow CA-166	331 ft
 Turn left to merge onto CA-166 W/US-101 S Continue to follow US-101 S 	114 mi
3. Exit onto N Rice Ave	2.0 mi
 Turn left at E 5th St/CA-34 Destination will be on the right 	0.8 mi
(B) 3450 E 5th St	

Hwy 166- Hwy 101 Intersection to Oxnard Refinery at 3450 East 5th Street Oxnard, CA 93033



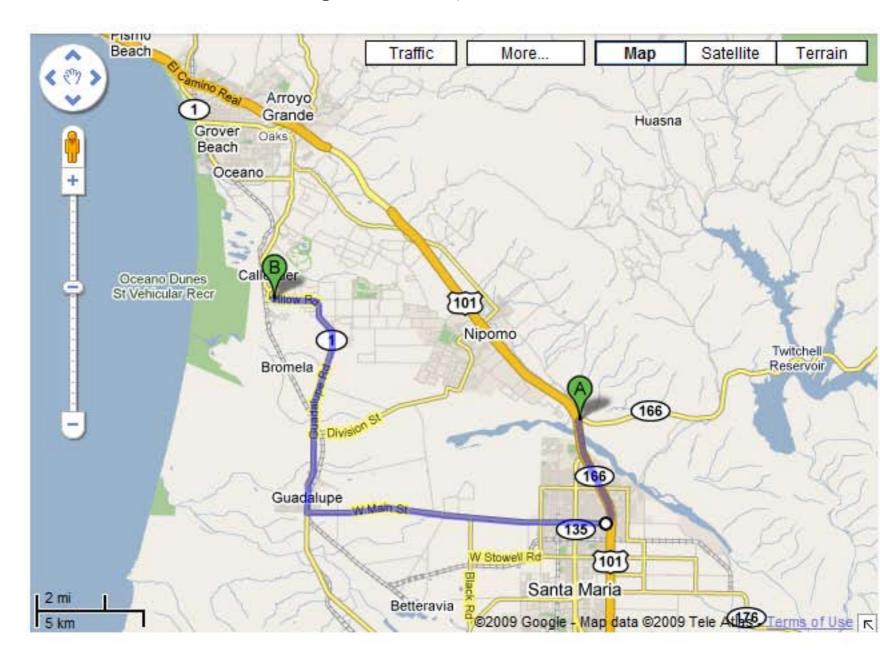
Attachment A

Proposed Traffic Route

 Head west on CA-166/Cuyama Hwy Continue to follow CA-166 	331 ft
2. Turn left to merge onto CA-166 W/US-101 S	3.0 mi
 Take the Main St/CA-166 exit toward Guadalupe 	0.2 mi
 Turn right at CA-166/E Main St (signs for Guadalupe) 	1.1 mi
5. Continue straight onto CA-166/W Main St	7.8 mi
Turn right at CA-1/Guadalupe St Continue to follow CA-1 Destination will be on the left	7.7 mi

P 2555 Willow Rd Arroyo Grande, CA 93420

Hwy 166 - Hwy 101 Intersection to Nipomo Mesa Refinery at 2555 Willow Road Arroyo Grande, CA 93420



Attachment A

Proposed Traffic Route

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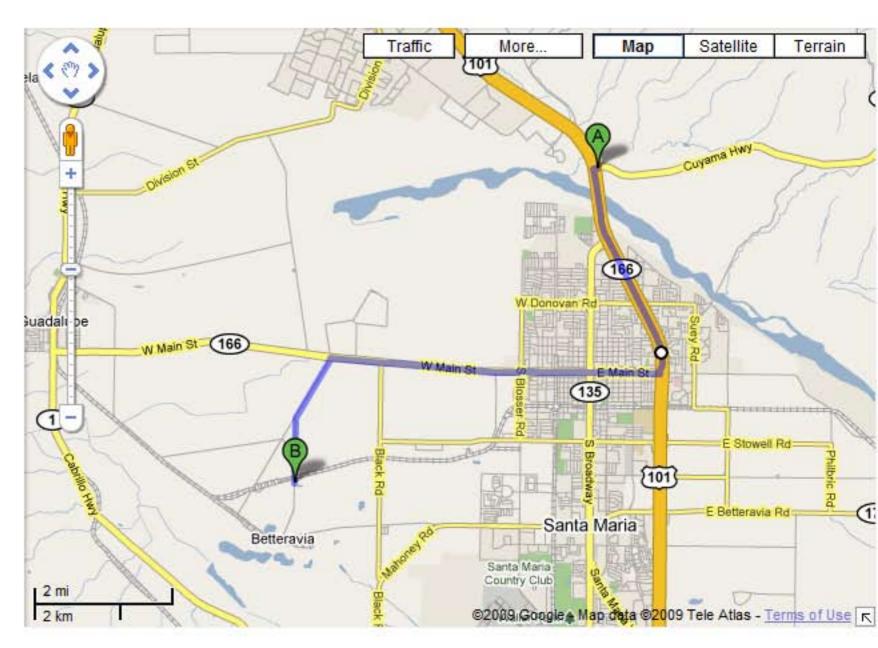
Highway 101 - 166 Junction

Y	
Head west on CA-166/Cuyama Hwy Continue to follow CA-166	331 ft
2. Turn left to merge onto CA-166 W/US-101 S	3.0 mi
Take the Main St/CA-166 exit toward Guadalupe	0.2 mi
 Turn right at CA-166/E Main St (signs for Guadalupe) 	1.1 mi
5. Continue straight onto CA-166/W Main St	3.7 mi
6. Turn left at Ray Rd	1.0 mi
7. Slight left at Sinton Rd	1.0 mi

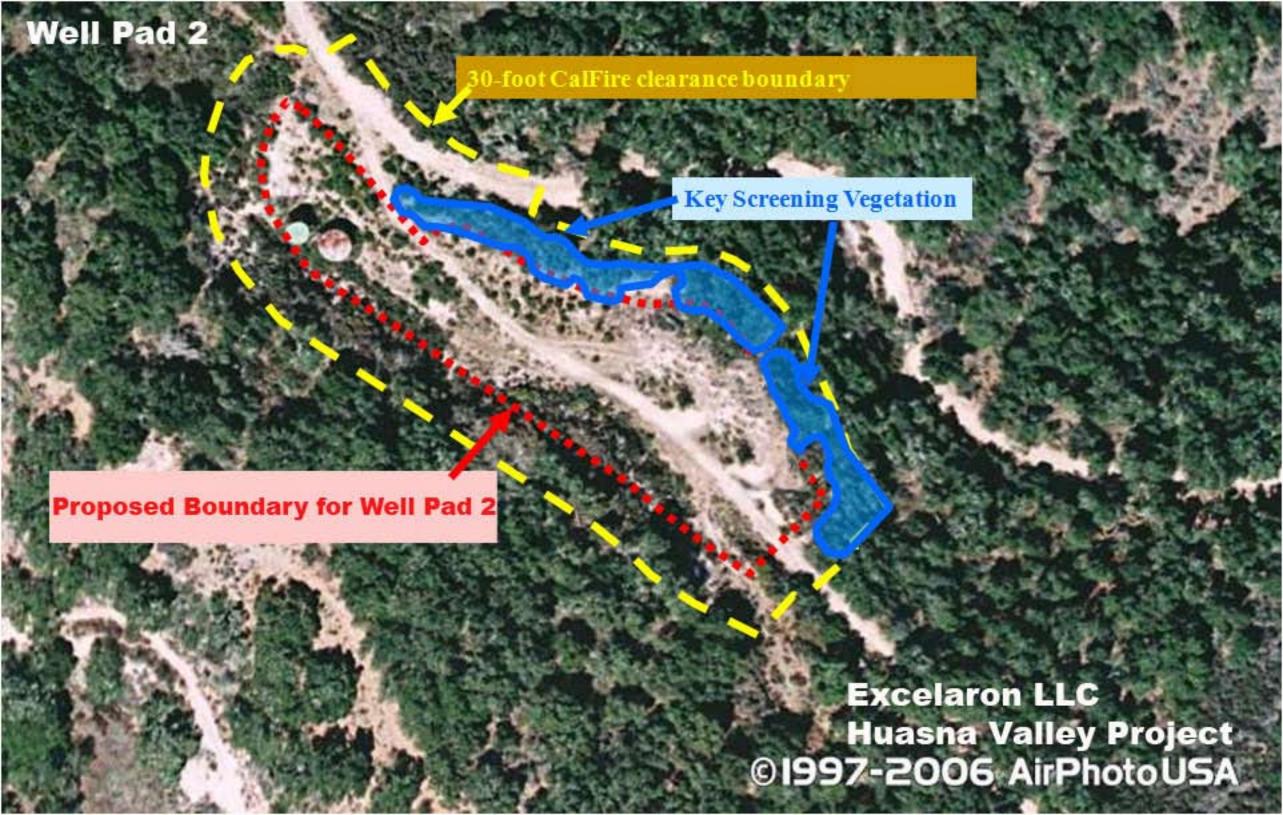


1660 Sinton Rd Santa Maria, CA 93458

Hwy 166- Hwy 101 Intersection to Santa Maria Refinery at 1660 Sinton Road Santa Maria, CA 93458





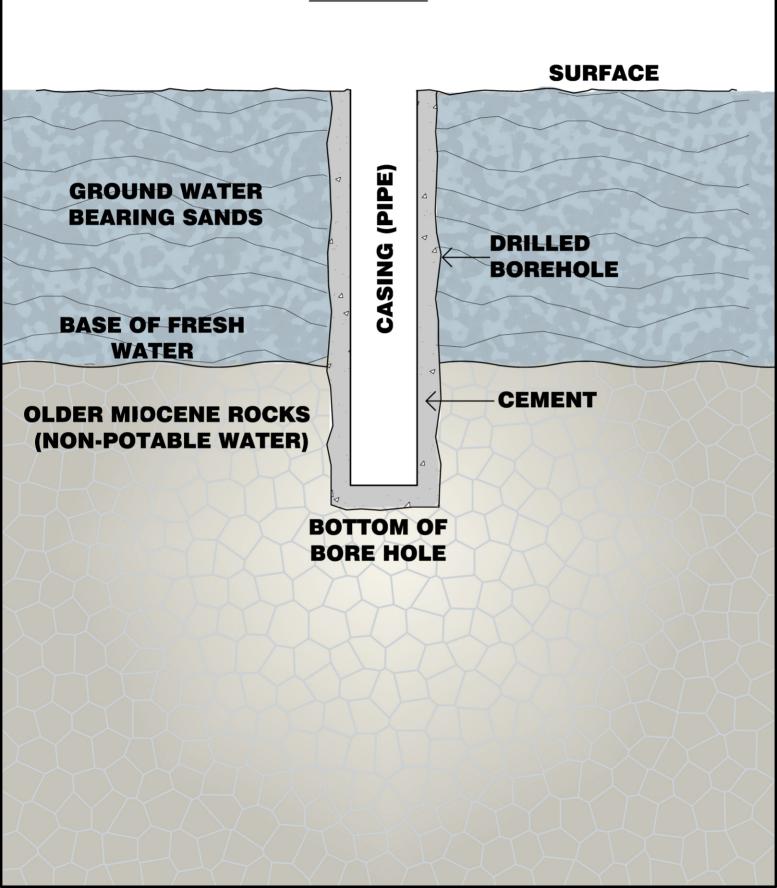




DRILLING PROCEDURES

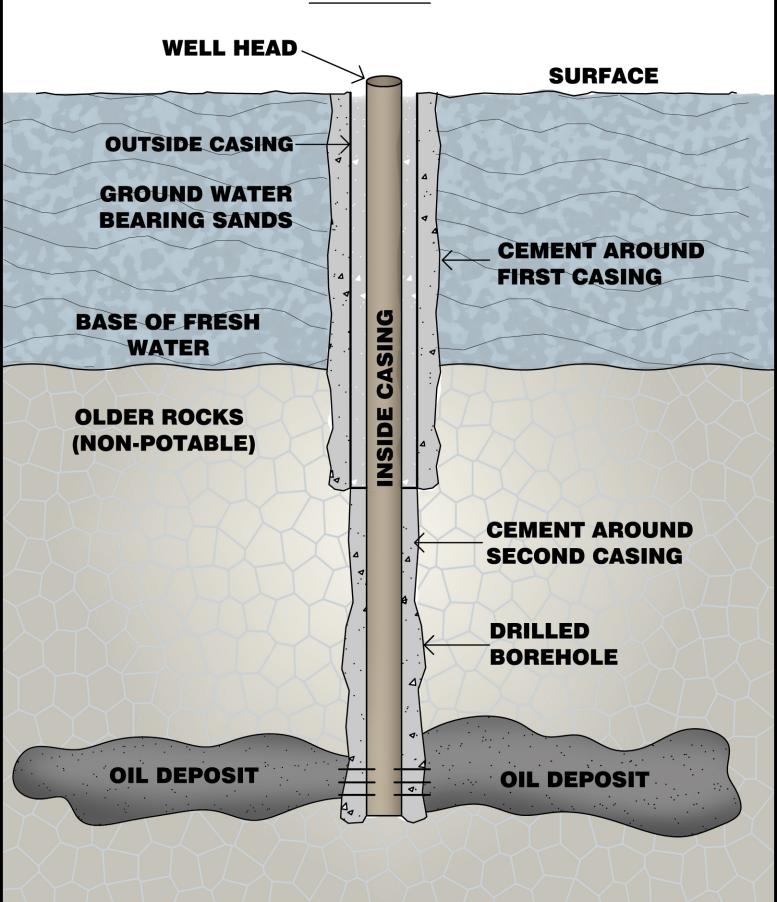
(IF GROUND WATER PRESENT)

STEP ONE



DRILLING PROCEDURES (IF GROUND WATER PRESENT)

STEP TWO





Recording Requested By: And when Recorded Mail to:

Exceleron LLC. 1075 Court St., Suite 207 San Luis Obispo, CA 93401

Document Transfer Tax _____Estimated Value

Doc#: 2009049566
9/03/2009 11:00 AM
on

Has not been compared with original.

COUNTY OF SAN LUIS OBISPO STATE OF CALIFORNIA

QUITCLAIM DEED

APN 85-271-04

Effective this 3 day of March, 2009 ALAN P. MacQUOID, on behalf of TRANSWORLD ENERGY CORPORATION (hereinafter called "Transworld"), hereby quitclaims, transfers, conveys and grants to Exceleron LLC, (hereinafter called "Excelaron") whose address is 1075 Court St., Suite 207 San Luis Obispo, CA 93401, all of its right, title and interest in and to the following described lands.

Lot 4, E/2SW/4, SW/4SE/4 of Section 30, T12N, R33W, San Luis Obispo County, California;

Together containing 160 acres of land, more or less; hereinafter referred to as "said land".

Excelaron accepts all liability for plugging and abandoning the four (4) oil & gas wells located on said land.

This Quitclaim Deed shall extend to and be binding on the heirs, executors, administrators, grantees, successors and assigns of the parties.

TRANSWORLD ENERGY CORPORATION

Excelaron LLC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

County of <u>San Bernardino</u>	
On 3-3-2009 before me, Alaine personally appeared Alain P. Maine	e M. Uthus Notary Public (Here insert name and title of the officer) CQuard
the within instrument and acknowledged to me th	dence to be the person(s) whose name(s) is/are subscribed to nat he/she/they executed the same in his/her/their authorized) on the instrument the person(s), or the entity upon behalf of it.
I certify under PENALTY OF PERJURY under this true and correct.	ne laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal. Signature of Notary Public	ALAINE M. UTHUS COMM. # 1715085 NOTARY PUBLIC - CALIFORNIA SAN BERNARDINO COUNTY MY COMM. EXP. JAN. 7, 2011
ADDITIONAL O	PTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly a appears above in the notary section or a separate acknowledgment form must b properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative
(Title or description of attached document)	acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the
(Title or description of attached document centinued)	document carefully for proper notarial wording and attach this form if required.
Number of Pages Document Date	 State and County information must be the State and County where the documen signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
(Additional information)	 must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time or
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attorney-in-Fact Trustee(s) Other	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits; otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.
	corporate officer, indicate the title (i.e. CEO, CFO, Secretary). • Securely attach this document to the signed document

State of California

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of SAN Luis OBISPO	
On 9.2.09 before me,	A R. PEKAZEK MOTARY PUBLIC , (Here insert name and title of the officer)
personally appeared CHRISTOPHER MAI	KENZIE MATLICK
the within instrument and acknowledged to me that	ence to be the person(s) whose name(s) is/are subscribed to at he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of .
I certify under PENALTY OF PERJURY under the is true and correct.	e laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	Commission # 1700360 Notary Public - California san Luis Obispo County My Comm. Expires Oct 23, 2010 (Notary Seal)
ADDITIONAL OP	TIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT (Title or description of attached document) (Title or description of attached document continued)	INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
Number of Pages Document Date	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
(Additional information)	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s)	notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they; is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits; otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk.

the county clerk.

Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.

Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

· Securely attach this document to the signed document

Attorney-in-Fact

Trustee(s)

☐ Other

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Excelaron LLC. 3940-7 Broad Street # 317 San Luis Obispo, CA 93401

JULIE RODEWALD

San Luis Obispo County - Clerk/Recorder

Recorded at the request of

3/26/2007 4:49 PM

DOC#:

VitalCheck Network

2007020155



Titles: 1	Pages: 5
Fees	19.00
Taxes	27.50
Others	20.00
PAID	\$66.50

QUITCLAIM DEED

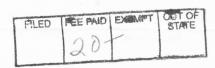
The undersigned declares that the DOCUMENTARY TRANSFER TAX is \$ 27.50

X computed on the full value of the interest or property conveyed; OR IS

computed on the full value less value of liens or encumbrances remaining thereon at the time of sale.

A.P.N. 085-271-004





Excelaron LLC, by Wil Divine

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor

ROSINA NESBITT

hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to Grantee

EXCELARON LLC

Grantor's interests in the real property in the County of San Luis Obispo, State of California, described in Attachment "A", attached hereto and by this reference made a part hereof, consisting of four pages.

STATE OF CALIFORNIA, COUNTY OF LOS Angeles

before me,

a notary public in and for said County and State,

personally known to me (or proved to me on the basis of satisfactory personally appeared ROSIN evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

MARCH 19, 2009

ATTACHMENT "A" TO QUIT-CLAIM DEED

Parcel 1

Lot 4, East one-half (E-1/2) of the Southwest one-quarter (SW-1/4) and the Southwest one-quarter (SW-1/4) of the Southeast one-quarter (SE-1/4) of Section 30, Township 12 North, Range 33 West, S. B. B. & M,

containing 160.64 acres, more or less, and specifically including (without limitation) any rights in the Grantor to all oil, gas, mineral, hydrocarbon substances and geothermal energy and the right to use such part of the surface of said property as is necessary or convenient for well sites, drilling, storage tanks, production equipment, utility lines, pipelines, access roads, and exploration.

Parcel 2

An easement described in that certain Individual Grant Deed recorded March 30, 1979 as Document No. 13221 in Book 2143, Pages 254 and 255, specifically described as follows:

A right of way and incidents thereto for a road fifty (50) feet in width for ingress and egress, for utilities, pipelines including replacement and repair thereof and for vehicles and trucks transporting heavy equipment and hauling oil, water, personnel and other materials, described as follows:

That portion of Lot 13 of the Mrs. Flora S. Harlow subdivision of a part of the Rancho Huasna located in San Luis Obispo County, California, and being more particularly described as follows:

Commencing at true Point Of Beginning at Corner No. 33 of the Rancho Huasna, said point also being the most Southerly corner of Lot 13 of the Mrs. Flora S. Harlow subdivision; thence proceeding North 48° 00' East along the Southeasterly line of said Lot 13 for a distance of 3,381.18, more less, to the county road as it now exists; thence North 58° 30' West along said county road to a point 50 feet from the Southeasterly line of Lot 13 when measured perpendicularly from said Southeasterly line; thence South 48° 00' West along a line 50 feet from and parallel to said Southeasterly line to its intersection with the Southwesterly line of said Lot 13, said line also being a boundary line of Rancho Huasna; thence Southeasterly along said line to Point Of Beginning, and containing 3.88 acres, more or less.

This easement shall run in favor of Grantees, their successors and assigns.

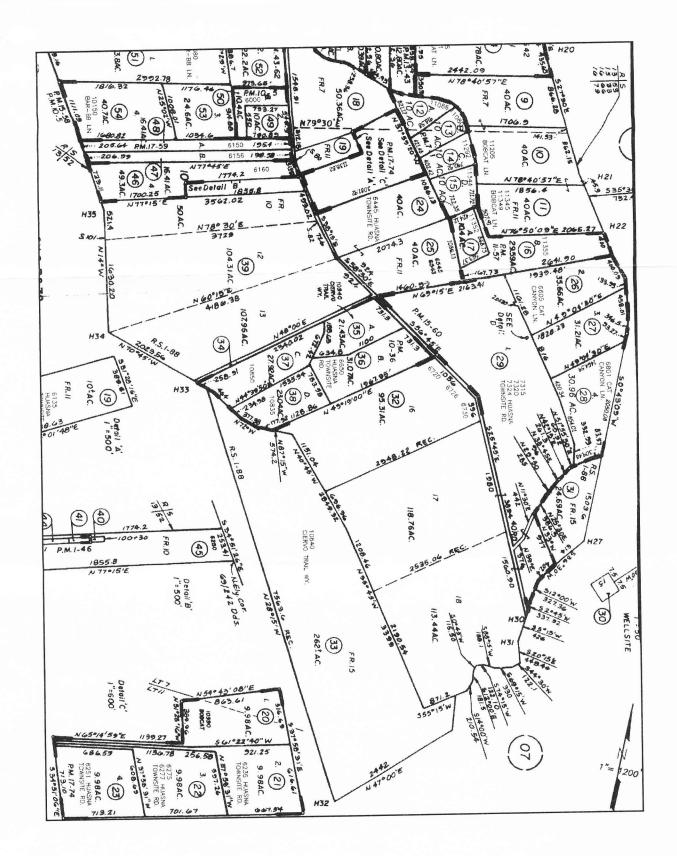
Parcel 3

An easement described in that certain Grant Deed recorded March 30, 1979 as Document No. 13220 in Book 2143, Pages 252 and 253, specifically described as follows:

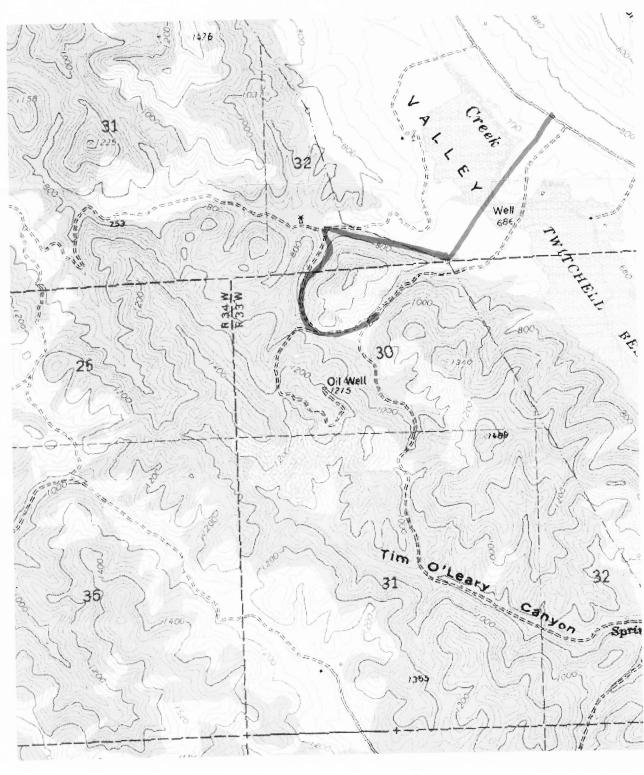
A right of way and incidents thereto for a road fifty (50) feet in width for ingress and egress, for utilities, pipelines including replacement and repair thereof and for vehicles and trucks transporting heavy equipment and hauling oil, water, personnel and other materials, described as follows:

Commencing at Corner 33 as shown on Annex "I" attached hereto and by this reference made a part hereof and running in a Northwesterly direction, the East boundary of said right of way being a line bearing North 70° 45' West which line marks the Southwesterly border of Lot 13 as shown on said Annex "I", said right of way to continue until it joins an existing roadway running in a Westerly and in a Southerly direction, said right of way to continue along said roadway in a Westerly and in a Southerly direction as shown on Annex "II", attached hereto and by this reference made a part hereof, and so as to connect with the property described as Parcel 1 above, said right of way to be selected by the Grantee of said easement as close as practicable to the route so marked with a plain red line upon said Annex "II".

This easement shall run in favor of Grantees, their successors and assigns.



ANNEX"I"



ANNEX "II"

Recording Requested By:
And when Recorded Mail to:
Excelaron, LLC. c/o Law Office of Charles A. Jordan P. O. Box 7322 Halcyon, CA 93421
Document Transfer Tax
Estimated Value

OIL AND GAS LEASE (Short Form)

1. In consideration of the sum of One Hundred Dollars (\$100) and other valuable consideration, the receipt of which is acknowledged, and of the covenants and agreements contained in this lease on the part of Lessee to be paid, kept, and performed, Lessor grants, demises, and lets to Lessee exclusively the real property hereinafter described, for the purpose of exploring, mining, and operating for oil, gas, and casinghead gas, and other hydrocarbon substances, and taking, storing, processing, removing and disposing of them, and manufacturing gasoline and other products, and uses and purposes incidental thereto, as provided in said hereinafter referred to Oil And Gas Lease. The real property covered by this lease is situated in San Luis Obispo County, California, and is described as follows:

Lessor's one-eighth undivided interest in all oil, gas, and other hydrocarbon substances, geothermal energy and minerals, together with the right to use such part of the surface of said property as is necessary or convenient for the enjoyment thereof, of:

Lot 4, the East Half of the Southwest Quarter (E ½ of the SW ¼), and the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of Section 30, Township 12N, Range 33W, S. B. B. & M., bearing San Luis Obispo County Assessor's Parcel # 085-271-004, and containing 160.64 acres, more or less,

hereinafter referred to as "said land"; and

The two access easements described in Attachment "A" to this lease,

for ingress and egress, for utilities, pipelines including replacement and repair thereof and for vehicles and trucks transporting heavy equipment and hauling oil, water, personnel and other materials.

- 2. This lease is for a term of five years from and after the Effective Date, and so long after that time as oil or gas or casinghead gas or other hydrocarbon substances, or either or any of them, is produced from the land or from acreage pooled with the land in quantities deemed paying by Lessee, or so long as Lessee in good faith shall conduct drilling, redrilling, deepening, or remedial and general oilfield operations on the land or on acreage pooled with the land, or so long as Lessee's drilling, producing or remedial obligations are suspended, all as provided in this lease, whichever shall be later.
- 3. This Oil And Gas Lease (Short Form) is made upon the terms, covenants and conditions set forth in the certain Oil And Gas Lease bearing even date herewith by and between the parties hereto covering the real property above described, which Oil And Gas Lease is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.
- 4. This lease and all its terms, conditions, and stipulations shall extend to and be binding on the heirs, executors, administrators, grantees, successors and assigns of the parties.

This lease is executed by Lessor as of the date of the acknowledgment of the signature below, but shall be deemed effective as of the Effective Date stated above.

LESSOR: Tar Springs Oil Company

Printed name: WARREN A. SINSHOTMOR, U.

Title, if any: Pros. bot

LESSEE: Excelaron, LLC

Printed name: JOSEPH GRANT TAGELMAN

Title, if any:

[Acknowledgments follow]

Acknowledgment for Lessor

State of California County of San Luis Obispo
On
WITNESS my hand and official seal. ROCHELE ULLUM COMM. # 1537392 OF NOTARY PUBLIC-CALIFORNIA OF SAN LUIS ÓBISPO COUNTY OF COMM. EXP. JAN. 20, 2009
Acknowledgment for Lessee
On
WITNESS my hand and official seal. ROCHELE ULLUM COMM. # 1537392 FINOTARY PUBLIC-CALIFORNIA SAN LUIS ÓBISPO COUNTY COMM. EXP. JAN. 20, 2009

[Attachment "A" follows]

ATTACHMENT "A" TO OIL AND GAS LEASE

EASEMENT 1

An easement described in that certain Individual Grant Deed recorded March 30, 1979 as Document No. 13221 in Book 2143, Pages 254 and 255, specifically described as follows:

A right of way and incidents thereto for a road fifty (50) feet in width for ingress and egress, for utilities, pipelines including replacement and repair thereof and for vehicles and trucks transporting heavy equipment and hauling oil, water, personnel and other materials, described as follows:

That portion of Lot 13 of the Mrs. Flora S. Harlow subdivision of a part of the Rancho Huasna located in San Luis Obispo County, California, and being more particularly described as follows:

Commencing at true Point Of Beginning at Corner No. 33 of the Rancho Huasna, said point also being the most Southerly corner of Lot 13 of the Mrs. Flora S. Harlow subdivision; thence proceeding North 48° 00' East along the Southeasterly line of said Lot 13 for a distance of 3,381.18, more less, to the county road as it now exists; thence North 58° 30' West along said county road to a point 50 feet from the Southeasterly line of Lot 13 when measured perpendicularly from said Southeasterly line; thence South 48° 00' West along a line 50 feet from and parallel to said Southeasterly line to its intersection with the Southwesterly line of said Lot 13, said line also being a boundary line of Rancho Huasna; thence Southeasterly along said line to Point Of Beginning, and containing 3.88 acres, more or less.

This easement shall run in favor of Grantees, their successors and assigns.

EASEMENT 2

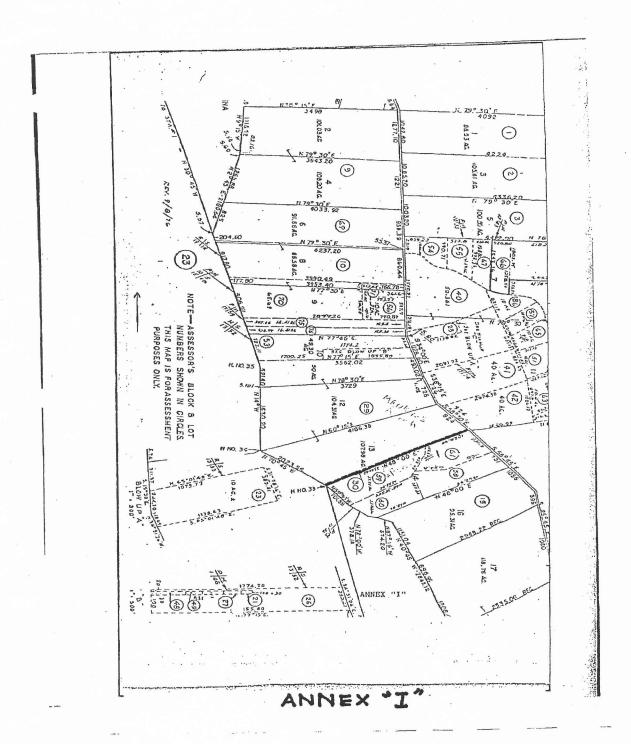
An easement described in that certain Grant Deed recorded March 30, 1979 as Document No. 13220 in Book 2143, Pages 252 and 253, specifically described as follows:

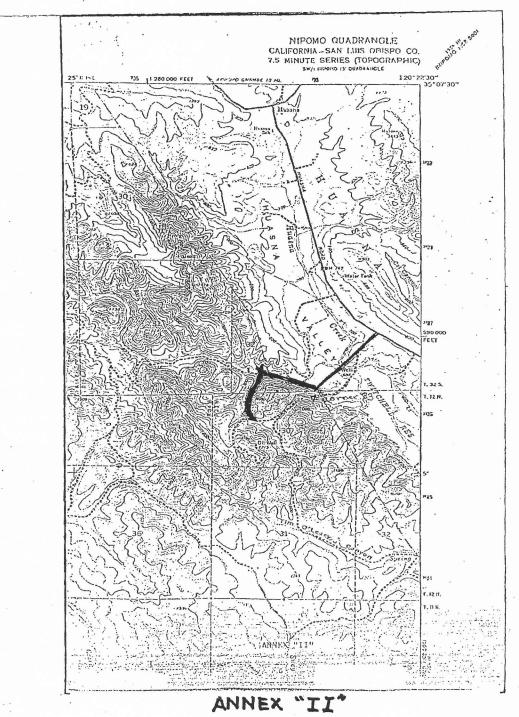
A right of way and incidents thereto for a road fifty (50) feet in width for ingress and egress, for utilities, pipelines including replacement and repair thereof and for vehicles and trucks transporting heavy equipment and hauling oil, water, personnel and other materials, described as follows:

Commencing at Corner 33 as shown on Annex "I" attached hereto and by this reference made a part hereof and running in a Northwesterly direction, the East boundary of said

right of way being a line bearing North 70° 45' West which line marks the Southwesterly border of Lot 13 as shown on said Annex "I", said right of way to continue until it joins an existing roadway running in a Westerly and in a Southerly direction, said right of way to continue along said roadway in a Westerly and in a Southerly direction as shown on Annex "II", attached hereto and by this reference made a part hereof, and so as to connect with the property described as Parcel 1 above, said right of way to be selected by the Grantee of said easement as close as practicable to the route so marked with a plain thick black line upon said Annex "II".

This easement shall run in favor of Grantees, their successors and assigns.





Recording Requested By:
And when Recorded Mail to:
Exceleron LLC. c/o Law Office of Charles A. Jordan P. O. Box 7322 Halcyon, CA 93421
Document Transfer Tax
Estimated Value

OIL AND GAS LEASE (Short Form)

This Oil and Gas Lease (the "Lease"), is dated And Jool (the "Effective Date"), by and between Exceleron LLC, whose address is 3940-7 Broad Street # 317 San Luis Obispo, CA 93401, the "Lessee", and Louise R. Bishop, whose address is 17105 Cachagua, Carmel Valley, CA, the "Lessor."

1. In consideration of the sum of One Hundred Dollars (\$100) and other valuable consideration, the receipt of which is acknowledged, and of the covenants and agreements contained in this lease on the part of Lessee to be paid, kept, and performed, Lessor grants, demises, and lets to Lessee exclusively the real property hereinafter described, for the purpose of exploring, mining, and operating for oil, gas, and casinghead gas, and other hydrocarbon substances, and taking, storing, processing, removing and disposing of them, and manufacturing gasoline and other products, and uses and purposes incidental thereto, as provided in said hereinafter referred to Oil And Gas Lease. The real property covered by this lease is situated in San Luis Obispo County, California, and is described as follows:

Lessor's one-eighth undivided interest in all oil, gas, and other hydrocarbon substances, geothermal energy and minerals, together with the right to use such part of the surface of said property as is necessary or convenient for the enjoyment thereof, of:

Lot 4, the East Half of the Southwest Quarter (E ½ of the SW ¼), and the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of Section 30, Township 12N, Range 33W, S. B. B. & M., bearing San Luis Obispo County Assessor's Parcel # 085-271-004, and containing 160.64 acres, more or less,

hereinafter referred to as "said land".

- 2. This lease is for a term of five years from and after the Effective Date, and so long after that time as oil or gas or casinghead gas or other hydrocarbon substances, or either or any of them, is produced from the land or from acreage pooled with the land in quantities deemed paying by Lessee, or so long as Lessee in good faith shall conduct drilling, redrilling, deepening, or remedial and general oilfield operations on the land or on acreage pooled with the land, or so long as Lessee's drilling, producing or remedial obligations are suspended, all as provided in this lease, whichever shall be later.
- 3. This Oil And Gas Lease (Short Form) is made upon the terms, covenants and conditions set forth in the certain Oil And Gas Lease bearing even date herewith by and between the parties hereto covering the real property above described, which Oil And Gas Lease is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.
- 4. This lease and all its terms, conditions, and stipulations shall extend to and be binding on the heirs, executors, administrators, grantees, successors and assigns of the parties.

This lease is executed by Lessor as of the date of the acknowledgment of the signature below, but shall be deemed effective as of the Effective Date stated above.

LESSOR:

Printed name:

Title, if any:

Entity, if any:

LESSEE:

Printed names

Tille, if any.

Entity, if any:

RANT JAGELMAN

MANAGER

ENGRERON LLC

[Acknowledgments follow]

Acknowledgment for Lessor

State of California County of				
On Manh 29, 2007, before me, Janet L. Cole-Notary Public, personally appeared Yourse Ruth Bishop, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.				
WITNESS my hand and official seal.				
Signature JANET L. COLE Commission # 1586820 Notary Public - California Monterey County My Comm. Expires Jun 12, 2009				
Acknowledgment for Lessee				
State of California County of San Line Chrispe				
On April 30, 2007, before me, CAINTON R-CONTINUARY, personally appeared Juscin Grant Jascinan, personally known to				
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose				
name(s) is/are subscribed to the within instrument and acknowledged to me that				

he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which

WITNESS my hand and official seal.

the person(s) acted, executed the instrument.

Signature Cottyling K-Cour

CATHLEEN R. CORELL
Commission # 1545767
Notary Public - California
San Luis Obispo County
My Comm. Expires Feb 18, 2009

JULIE RODEWALD

San Luis Obispo County - Clerk/Recorder

2/07/2007 12:08 PM

Recorded at the request of

Public

DOC#:

2007008650

 Titles:
 1
 Pages:
 4

 Fees
 16.00

 Taxes
 0.00

 Others
 0.00

 PAID
 \$16.00

Please record, and when recorded, send to:

Exceleron, LLC 3940-7 Broad Street, #317 San Luis Obispo, CA 93401

Documentary Transfer Tax due on this transaction and paid herewith \$ 0

(Signed) Agent for Exceleron

ASSIGNMENT OF OIL AND GAS LEASE

This ASSIGNMENT OF OIL AND GAS LEASE ("Assignment") is made as of this <u>31</u> day of January, 2007. For the sum of ONE HUNDRED DOLLARS (\$100.00), and other valuable consideration, the receipt of which is hereby acknowledged, DEUEL PETROLEUM COMPANY, INC. a Delaware corporation ("Assignor"), hereby assigns, bargains, sells, conveys and quitclaims all its right, title and interest in and to:

that certain Oil and Gas Lease dated September 10, 1986 by and between Peter K. LaVoie, Lessor, and Deuel Petroleum Company, Lessee; a Short Form of which was recorded September 22, 1986 at Book 2887, Page 717 in the Official Records of San Luis Obispo County, California ("Lease"),

and legally described as:

Lot 4, the East Half of the Southwest Quarter(W/2SW/4), and the Southwest Quarter of the Southeast Quarter, (SW/4SE/4), Township 12 North, Range 33 West, County of San Luis Obispo Section 30, State of California,

to EXCELERON, LLC, ("Assignee") subject to the terms and conditions hereinafter.

- 1. This Assignment shall include Assignor's rights in and to, and shall be subject to, all licenses, permits, rights of way, surface use agreements, and any and all other agreements, including that certain "Grant Deed" covering a right of way to the above-described property dated March 21, 1979 and recorded at Book 2143, Page 252 in the Official Records of San Luis Obispo County, California, and said contracts are hereby assigned by Assignor to Assignee to the extent they so appertain.
- 2. Said Lease shall include all wells, engines, motors, tubulars, wellheads, pumping units, pipelines, and any and all other equipment attached to or appertaining to wells located on and drilled pursuant to said Lease, including all personal property ("Equipment").

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- 3. Assignee acknowledges that it has investigated the condition of Lease and accepts Lease and all Equipment and Contracts in their "as-is, where-is" condition and including all faults. Assignee acknowledges Lease has been used for oil production and that Assignor may not know, and thus may not be able to inform Assignee of unknown conditions pertaining to Lease.
- 4. Any and all oil, gas and other hydrocarbons produced and sold from Lease prior to the date hereof shall belong to Assignor, and any production from Lease after such date shall belong to Assignee.
- 5. Assignee hereby indemnifies, holds harmless and releases Assignor from any and all claims, liabilities, lawsuits, causes for action, damages, injuries, losses and other costs arising after the date hereof. Assignor hereby indemnifies, holds harmless and releases Assignee from any and all claims, liabilities, lawsuits, causes for action, damages, injuries, losses and other costs arising prior to the date of this Assignment.
- 6. This Assignment is made subject to the terms of Lease and to any and all existing royalties, BUT NOT TO any overriding royalties, production payments or other burdens and any other obligations pertaining to Lease or wells thereon.
- 7. Assignee hereby agrees to comply with all laws, regulations and acts of applicable governmental authorities pertaining to Lease ("Laws") and indemnifies and holds harmless Assignor from any liabilities or requirements arising from Laws after the date of this Assignment.
- 8. This Assignment shall inure to the heirs and assigns of Assignee and Assignor. This Assignment shall be interpreted according to the laws of California. This Assignment may be executed in counterparts. This Assignment shall constitute a set of covenants running with the land.

This Assignment is dated as of the date first here	einabove wri	tten.	
DEUEL PETROLEUM COMPANY, INC. (Assign	or)\		
(Signature)			
EXCELERON, LLC (Assignee)			
(Signature)			
lts	Its	C.E.O	

Attach Notarizations

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	000
County of San Lis Olispo	SS.
On Fevo. 5 2007 before me	Renee Villarreal
Date	Name and Title of Officer (e.g., Same Doe, Notary Fublic)
personally appeared Silvan D	Name(s) of Signer(s)
	personally known to me
	proved to me on the basis of satisfactory evidence
RENEE VILLARREAL Commission # 1410676 Notary Public - California Kern County My Comm. Expires Apr 12, 2007	to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(jes), and that by his/her/their signature(s) on the instrument the person(s) the entity upon behalf of which the person(s acted, executed the instrument.
	WITNESS my hand and official seal.
	Signature of Notary Public
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Sealis Obser	ss.
County of Action County	-)
On Feb. 7 207 before me,	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Joseph G.	Name(s) of Signer(s)
	 □ personally known to me □ personally known
RENEE VILLARREAL Commission # 1410676 Notary Public - California Kern County My Comm. Expires Apr 12, 2007	to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	WITNESS my hand and official seal.
	Signature of Notary Public
	IONAL
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	Date	Туре	DOC#						
Prior to 1940			Cora Victorine Dickes 100%						
1	12/30/1940	Decree	Vol. 288, Page 400	Kathyrn LaVoie 1/2			Theresa Hadley 1/2		
2	1/29/1943	Corr. Decree	Vol. 335, Page 359						
3	11/21/1973	Decree	#41413 Book 1758, Page 635	Peter K. LaVoie 1/4	William LaVoie 1/4				
4	12/7/1973	GD	#41414 Book 1758, Page 638		RK Summy, Inc (no % stated)				
5	1/24/1974	GD	#3282 Book 1763, Page 730		B.M. Lindsey 1/8	RK Summy Inc. 1/8			
6	5/16/1975	GD	#1975015790 Book 1834, Page 353				William LaVoie 1/4	Theresa Hadley 1/4	
7	5/16/1975	GD	#1975015791 Book 1834, Page 354				RK Summy, Inc 1/4		
8	6/23/1975	GD	#20352 Book 1840, Page 365				B.I. & R. Nesbitt 1/4		
9	7/28/1975	GD	#29474 Book 1852, Page 419			R.K. & H. Summy 1/8			
10	3/6/1977	GD	#12577 Book 1964, Page 508				i 	Tar Springs Oil Company 1/4, subject to 5/1/73 oil/gas lease to Oil Securities, Inc.	
11	?					Grant Deed dated March 21, 1979, recorded March 30, 1979 as docun			
12	?					Grant Deed dated March 21, 1979, recorded March 30, 1979 as docun			
13	?					R.K. & H. Summy to their trust			
14	9/7/1984	QC	Book 2671, Page 28			Oil Securities, Inc.	 		
15	9/7/1984	QC	Book 2671, Page 30			Transworld Energy Corp. 1/8	 		
16	1986-1987	Order					Probate order: to Rosina Nesbitt 1/4		
17	12/21/1987	GD	#24164 Book 3490, Page 622		Estate of B.M. Lindsey (Murphy & Bishop) 1/8				
18	5/18/1990	Probate Order			Louise R. Bishop 1/8		 		
19	3/7/2007	QC	#2007020155				Excelaron LLC 1/4		
20	3/3/2009	QC	#2009049566			Excelaron LLC 1/8	 		
Summary of Mineral Interests Today (9/1/2009)			Peter K. LaVoie 1/4	Louise R. Bishop 1/8 Excelaron LLC		3/8	Tar Springs Oil Co. 1/4		

September 1, 2009